

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B0400128

PRINT DATE: 08/04/09

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1510325846

HARVEY MACK SALES AND SERVICES INC
29 E COMMONS BLVD STE 300

NEW CASTLE, DE
(800) 788-3176

19720-1736

REFER QUESTIONS TO:

LINDA RULEY
(410) 767-4608
LINDA.RULEY@DGS.STATE.MD.US

ITB:

EXPR DATE: 07/31/10
POST DATE: 08/04/09

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY
.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

PER SOLICITATION #001IT817692

VENDOR CONTACT: JEFF VOLPE 800-788-3176

=====
STATEWIDE CONTRACT
SUPPLY ONLY
DIESEL EMISSIONS CONTROL DEVICES
=====

SCOPE OF CONTRACT: REQUIREMENTS CONTRACT FOR SUPPLYING THE USING AUTHORITY WITH THEIR NEEDS FOR DIESEL EMISSION CONTROL DEVICES FOR HEAVY-DUTY DIESEL VEHICLES OWNED AND OPERATED BY STATE AGENCIES AND LOCAL GOVERNMENTS WITHIN THE STATE OF MARYLAND FOR THE CONTRACT PERIOD SPECIFIED.

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS-REQUIRED" BASIS.

CONTRACT PERIOD: AUGUST 1, 2009 THROUGH JULY 31, 2010.

THE TERM OF THE CONTRACT WILL BE A PERIOD OF ONE (1) YEAR BEGINNING FROM DATE OF AWARD. THE STATE RESERVES THE UNILATERAL OPTION TO RENEW THE CONTRACT FOR ONE (1) ADDITIONAL CONTRACT PERIOD.

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TERMS (cont'd):

NOTE: RENEWAL OPTIONS ARE AT THE DISCRETION OF THE STATE AND THE CONTRACTOR WILL NOT BE RELIEVED OF THE COMMITMENT TO RENEW THE CONTRACT. PRICES SUBMITTED AT THE TIME OF THE BID MUST REFLECT THE POTENTIAL INCREASES THROUGH THE TERM AND THE OUT YEARS OF THE CONTRACT.

CONTRACT SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE BUREAU. THE BUREAU MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

THIS CONTRACT IS TO BE A FIRM FIXED PRICE CONTRACT. ALL PRICES CONTAINED HEREIN SHALL BE FIRM FOR THE ENTIRE CONTRACT PERIOD.

ALL PRICES ARE F.O.B. DESTINATION TO ANY POINT WITHIN THE STATE OF MARYLAND UNLESS OTHERWISE SPECIFIED ON THE LINE ITEM. PRICES INCLUDE ALL SHIPPING, HANDLING AND ADMINISTRATIVE CHARGES UNLESS OTHERWISE SPECIFIED ON THE LINE ITEM.

PAYMENT TERMS ARE NET, 30 DAYS.

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USAGE WILL BE FOR THE ACTUAL REQUIREMENTS OF THE STATE AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITIES.

ALL PARTS OFFERED MUST BE EPA APPROVED. THE EPA LIST OF VERIFIED RETROFIT TECHNOLOGIES CAN BE FOUND AT WWW.EPA.GOV/OTAQ/RETROFIT/RETROVERIFIEDLIST.HTM IN ADDITION TO THE ABOVE LIST OF EPA VERIFIED RETROFIT TECHNOLOGIES, EPA RECOGNIZES AND ACCEPTS THOSE RETROFIT HARDWARE STRATEGIES OR DEVICE-BASED SYSTEMS THAT HAVE BEEN VERIFIED BY THE CALIFORNIA AIR RESOURCES BOARD (CARB). INFORMATION ABOUT CARB'S VERIFICATION PROGRAM AND THEIR LIST OF VERIFIED TECHNOLOGIES CAN BE FOUND AT THE ARB VERIFICATION PAGE, [HTTP://WWW.ARB.CA.GOV/DIESEL/VERDEV/VERDEV.HTM](http://WWW.ARB.CA.GOV/DIESEL/VERDEV/VERDEV.HTM) CLOSED CRANKCASE VENTILATION FILTRATION (CCVF) SYSTEMS ARE EXEMPTED FROM EPA AND CARB VERIFICATION REQUIREMENTS.

EQUIPMENT :THE DIESEL EMISSION CONTROL DEVICES COVERED BY THIS CONTRACT INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

- * DIESEL OXIDATION CATALYSTS (DOC)
- * ACTIVE OR PASSIVE DIESEL PARTICULATE FILTERS (DPF)
- * PARTIAL DIESEL PARTICULATE FILTERS
- * CLOSED CRANKCASE VENTILATION FILTRATION (CCVF) SYSTEMS.
- * DIESEL PARTICULATE FILTER CLEANING SYSTEMS

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TERMS (cont'd):

- * CLOSED CRANKCASE VENTILATION FILTRATION SYSTEM REPLACEMENT FILTER MEDIA

QUALITY CONTROL AND DOCUMENTATION:

A. THE VENDOR MUST CERTIFY THAT THE DIESEL EMISSION CONTROL DEVICES ARE COMPATIBLE WITH THE APPLICATIONS. THE VENDOR MUST PRESENT OEM CONCURRENCE THAT THE DIESEL EMISSION CONTROL DEVICES WILL NOT AFFECT OEM WARRANTIES ON VEHICLES AND ENGINES THAT ARE STILL UNDER WARRANTY.

B. DIESEL EMISSION CONTROL DEVICES MUST CARRY A WARRANTY FOR AT LEAST ONE YEAR AGAINST FAILURE OF THE DEVICE TO MAINTAIN REQUIRED EMISSIONS TO MAINTAIN REQUIRED EMISSIONS REDUCTIONS AND AGAINST DAMAGE OR OTHER DEGRADED PERFORMANCE OF THE ENGINE OR OTHER COMPONENTS OF THE VEHICLE DUE TO THE PRESENCE OF ITS INSTALLATION.

C. WHERE SHIPPING CONTAINERS ARE TO BE USED, EACH CONTAINER MUST BE MARKED WITH THE PURCHASE ORDER NUMBER, CONTRACT NUMBER, NAME OF THE CONTRACTOR, NAME OF THE ITEM, ITEM NUMBER AND QUANTITY CONTAINED THEREIN.

D. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT THE MANUFACTURER COMPLIES WITH THE INSTRUCTIONS IN PARAGRAPH "C." ABOVE FOR ITEMS THAT ARE DROP-SHIPED.

E. THE STATE RESERVES THE RIGHT FOR SITE VISITS TO ANY VENDOR TO ASCERTAIN ABILITY TO FULFILL THE REQUIREMENTS OF THIS CONTRACT.

ALL PARTS INCLUDE INSTALLATION KITS.

ALL PRICES ARE F.O. B. DESTINATION AND INCLUDE ALL SHIPPING, HANDLING, AND ADMINISTRATIVE CHARGES UNLESS OTHERWISE NOTED ON THE LINE ITEM.

INSTALLATION OF PARTS IS NOT INCLUDED IN THIS CONTRACT.

REQUIRED DELIVERY TIME IS TO 8-12 WEEKS FROM RECEIPT OF INDIVIDUAL AGENCY ORDERS.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY 3 MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL.

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TERMS (cont'd):

THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. ADDITIONALLY, VENDORS WHO ARE DETERMINED TO BE IN DEFAULT OF THIS MANDATORY REPORT REQUIREMENT WILL NOT BE ALLOWED TO BID ON ANY FUTURE REQUIREMENTS.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

- (I) RECEIVES STATE MONEY; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:

- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

- (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3) OF THE INTERNAL REVENUE CODE:

OR

- (6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION AFTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSSITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2)

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TERMS (cont'd):

SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND,
(3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND
OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER
TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER.
CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM
WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT
OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE
ENFORCED AGAINST THE STATE OF MARYLAND.

0001 92045-MEMA00 EA

DIESEL EMISSION CONTROL DEVICES:

HUSS EQUIPMENT - SEE ATTACHED LIST FOR PARTS AND DISCOUNTS

END OF ITEM LIST

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AUTHORIZED BY: _____

BUYER AUTHORIZED DESIGNEE

DATE: _____

8/4/09

HARVEY MACK SALES AND SERVICE, INC.

MACK AND VOLVO DPF MODELS

MANUFACTURER - HUSS

UNDER CHASSIS INSTALLATION

PART NUMBER	ENGINE HP		LIST	DISCOUNT		
FS 100 MKM	<200	\$	24,253.00	37%	\$	15,279.39
FS 100 MKL	201 to 240	\$	28,439.50	37%	\$	17,916.89
FS 160 MKL	241 TO 290	\$	44,265.00	37%	\$	27,886.95
FS 200 MKS	291 TO 335	\$	47,022.15	40%	\$	28,213.29
FS 200 MKM	336 TO 380	\$	50,208.00	37%	\$	31,631.04
FS 200 MKL	381 TO 465	\$	57,110.12	37%	\$	35,979.38
FS 300 MKM	466 TO 500	\$	92,260.00	37%	\$	58,123.80
FS 300 MKL	> 500	\$	98,567.00	37%	\$	62,097.21

BEHIND CAB INSTALLATION

FS 100 MKM	< 200	\$	24,985.19	37%	\$	15,740.67
FS 100 MKL	< 200	\$	27,702.00	37%	\$	17,452.26
FS 160 MKL	241 TO 290	\$	44,265.80	39%	\$	27,002.14
FS 200 MKS	291 TO 355	\$	45,554.00	37%	\$	28,699.02
FS 200 MKM	336 TO 380	\$	51,676.15	38%	\$	32,039.21
FS 200 MKL	381 TO 465	\$	58,557.70	37%	\$	36,891.35
FS 300 MKM	466 TO 550	\$	92,260.74	38%	\$	57,201.66
FS 300 MKL	>550	\$	98,567.90	37%	\$	62,097.78

Specialized equipment by request (302) 324-8340